

ORLANDO UTILITIES COMMISSION

REQUEST FOR PROPOSAL

For

GREEN ENERGY PROGRAM

RFP NO. 2400 OQ



COMMISSIONERS

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THE FOLLOWING POLICY AND PROCEDURE REQUIREMENTS MAY BE FOUND ON THE ORLANDO UTILITIES COMMISSION'S WEBSITE www.ouc.com UNDER SUPPLIER INFORMATION

- MINORITY AND WOMEN BUSINESS ENTERPRISE POLICY
- ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

Instructions To Proposer

A.1 GENERAL INFORMATION. Request for Proposals, herein referred to as "RFPs", will be received by the Orlando Utilities Commission, herein referred to as the "Owner," for Green Energy Program as follows:

Sealed RFPs will be received in the office of:

LOCATION: Donna D. Kinley, Buyer/Planner
Supply Chain Management Division
5971 Pershing Avenue
Orlando, Florida 32822

DUE DATE: 28 September 2007

TIME: UNTIL 5:00 P.M., LOCAL TIME
(RFP's will NOT be accepted after 5:00 P.M.)

The RFPs will be opened publicly on 1 October 2007 at 10:00 AM., Local Time in the Pershing Conference Room, at 5971 Pershing Avenue, Orlando, Florida. The only information, which will be read at the time of the opening, will be the name of the supplier and if they have provided all the information required to certify it as a valid proposal. Proposals not meeting the requirements will be automatically rejected.

The following items may cause an automatic rejection of the proposal:

- Failure to submit a signed sworn statement on Public Entity Crimes Form
- Failure to submit a signed Declaration and Signature page

The Sealed envelope or other container containing the RFPs shall be marked at a minimum with the firm's name and the designation "**RFP No: 2400 OQ – Green Energy Program**". Sealed RFPs, which are sent through the mail or other such delivery service, shall be sent in such a manner as to allow the opening of the "Mailing Container" and still have intact in another envelope the RFP. The Mailing Container shall contain the words: "**REQUEST FOR PROPOSAL ENCLOSED**".

If supplemental information is required, it shall be submitted in accordance with Article A.3.1. Any variations or exceptions shall be listed in accordance with the instructions given in Article A.3.1 and on the Exceptions form.

- A.2 PROPOSAL DOCUMENTS. Prospective proposers who intend to make a direct proposal to the Owner will be loaned without charge one set of the specifications and documents for preparation of proposals.

Addenda documents will be issued only to prospective proposers

- A.3 PROPOSALS. Proposals shall be prepared in accordance with the requirements of these Instructions to Proposers. Proposals, which are not prepared in accordance with such instructions, will imply that the Proposer does not intend to comply with all of the proposed contract conditions and such proposals will be considered irregular and may be rejected.

- A.3.1 PREPARATION. Each proposal shall be filled out completely using the proposal and proposal data forms included as a part of the proposing documents. Entries on the proposal and proposal data forms shall be printed, typed, or legibly written in black ink. All prices shall be stated in words and figures except where the forms provide for figures only.

Each Proposer shall list in the space provided on the proposal form all exceptions or conflicts between their proposal and the specifications and documents. If more space is required for this listing, additional pages may be added. If the Proposer takes no exceptions, they shall indicate with a "check mark" in the box provided. Proposals, which do not comply with this requirement, will be considered irregular and may be rejected at the discretion of the Owner. In case of conflicts not stated as directed, the requirements of the specifications and documents shall govern.

All exceptions shall be specific in nature and referenced to the applicable article of the specifications and documents. Conflict notations, which make reference to the proposer's descriptive information as a whole, will not be acceptable.

The Proposer shall acknowledge, in the space provided in the proposal form, receipt of each addendum issued for the specifications and documents during the proposing period.

The Proposer shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe their proposal, and shall attach such supplemental information to the copies of the proposing documents submitted. The Proposer shall also include any and all information they feel will help OUC make a responsible decision.

- A.3.2 SIGNATURES. Each Proposer shall sign the proposal with their usual signature and shall give their full business address. The proposer's name stated on the proposal shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of a general partner or other authorized representative. If signed by other than a general partner, proof of the authority of the authorized representative shall be submitted therewith in a form satisfactory to the Owner.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

A proposal by a person who affixes to their signature the word "president," "secretary," "agent," or other designation, without disclosing their principal, will be rejected. Satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Proposing corporations shall designate the state in which they are incorporated, the address of their principal office, and the names and addresses of all resident agents authorized to receive service of process on behalf of the corporation.

A.3.3 SUBMITTAL. Proposals shall be submitted in accordance with the instructions and schedule included in the letter transmitting these specifications and documents to the Proposer.

A.3.4 WITHDRAWAL. Proposals may be withdrawn, altered, and resubmitted at any time before the time set for opening the proposals. Proposals may not be withdrawn, altered, or resubmitted within **Ninety (90)** days thereafter.

A.4 LOCAL CONDITIONS. Each Proposer shall thoroughly inform itself of all conditions and factors, which would affect the prosecution, and completion of such work. Visits to the site shall be coordinated with the Proposal Designee.

It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted. No claims for financial adjustment to any contract awarded for the work will be permitted by the Owner, which are based on the lack of such prior information or its effect on the cost of the work.

A.5 INTERPRETATION. If any prospective Proposer is in doubt as to the true meaning of any part of the proposed contract documents, he may submit a written request (verbal requests will not be accepted) for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

SUBMIT ALL QUESTIONS IN WRITING TO:

**Donna D. Kinley, Buyer/Planner
Supply Chain Management Division**

Reference: RFP No: 2400 OQ

Fax number: (407) 384-4141

Email address: bids@ouc.com

Each written request must reference the proposal number RFP No: 2400 OQ and can be faxed or emailed to the attention of Donna D. Kinley at the fax number or email address listed above. All requests or questions should be clearly marked and must be received **no later than 5:00 PM on 14 September 2007. Once clarified and/or answered, a response will be returned to all Proposers with the original question via addendum.**

There shall be no communication between the supplier, their employees or subcontractors concerning this RFP to anyone within OUC except the proposal designee(s). The proposal designee(s) for this project is Donna D. Kinley at bids@ouc.com."

It shall be the proposer's responsibility to advise the Owner, before the proposal opening date, of conflicting requirements or omissions of information, which require clarification. Those questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question. Failure of the Proposer to request such clarification will not relieve the Proposer from any responsibility to perform under the terms of the contract awarded for the work and in accordance with subsequent interpretations of the contract documents by the Owner.

A.6 COMPLIANCE FORMS.

A.6.1 PUBLIC ENTITY CRIMES. Each Proposer shall submit with their proposal an executed copy of the Sworn Statement Under Section 287.133 (3)(a), FLORIDA STATUTES, on Public Entity Crimes, a copy of which is included in the Compliance Forms section. Proposals received, which do not contain an executed copy of this Sworn Statement, will be rejected.

A.6.2 OTHERS. Each Proposer shall submit with its proposal an executed copy of any other forms found under the Compliance Forms section of the Proposal Specifications.

A.7 ACCEPTANCE AND REJECTION OF PROPOSALS. The Owner reserves the right to accept the proposal which, in its judgment, is the most responsive and responsible proposal; to reject any and all proposals; and to waive irregularities and formalities in any proposal that is submitted.

Without limiting the generality of the foregoing, the Owner, may reject any RFPs which are incomplete, obscure or irregular, any RFPs which omit a proposal on any one or more items for which RFPs are required, any RFPs which omit unit prices if unit prices are required, any RFPs in which unit prices are unbalanced in the opinion of the Owner, and any RFPs from proposers who have previously failed to satisfactorily complete contracts of any nature.

A.8 MINORITY PARTICIPATION. The Orlando Utilities Commission ("the Commission" or "OUC") has adopted a Minority and Women Business Enterprise ("M/WBE") Policy to encourage broad-based participation in all contracts with OUC. Any Proposer submitting a proposal for a contract with OUC shall comply with this Policy or may be declared a non-responsive Proposer. A copy of the "Minority and Women Business Enterprise Policy" can be found on the OUC web site (www.ouc.com), under Vendor information and OUC policies.

The Orlando Utilities Commission is an active member of the Florida Minority Supplier Development Council (FMSDC) and supports its efforts to increase minority utilization throughout the state of Florida. We presently have a position on the certification committee of this organization and approve of its certification processes. This process only certifies that the ethnicity that the applicant claims is true and that the person(s) actually operate a licensed business within the state. FMSDC has reciprocal relationships with other councils throughout the nation and may provide information on other firms as well.

Parties seeking to utilize certified MBE's are encouraged to contact FMSDC at 407-245-6062 or on-line at "fmsdc.org".

A.9 AWARD. The Owner reserves the right to award a single or multiple contracts for all proposal items, or to award separate contracts for single proposal items or any combination of such items.

A.10 PROPOSAL PRICING. All prices shall be firm unless otherwise stated in the proposal.

A.11 TAXES, PERMITS, AND LICENSES. The proposer's attention is directed to the General Conditions and the Florida Statutes regarding taxes, permits, and licenses.

It shall be the proposer's responsibility to determine the applicable taxes, permits, and licenses. If the Proposer is in doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

A.12 TIME OF COMPLETION. Attention is called to the provisions of the attached General Conditions.

A.13 COMPLETENESS OF PROPOSAL.

- A.13.1 Proposers shall quote on all items on the proposal form. Failure to do so may result in the proposal being rejected as not responsive.
- A.13.2 When quotations on certain items are optional, proposers shall insert the words “no proposal” in the space provided for any item for which no quotation is made.
- A.13.3 The proposal must be signed by an authorized agent or officer of the company or other legal entity.
- A.14 ALTERATIONS OF PROPOSAL. Except as otherwise provided herein, RFPs which are conditional in any way, or which contain erasures or interlineations not authenticated as provided herein, or any other modifications of the proposal form will be rejected. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten initials of each person executing the proposal.
- A.15 ERRORS IN RFPs. Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting RFPs; failure to do so will be at the proposer’s own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of proposers. In case of error of extension of prices in the proposal, the unit price shall govern.
- A.16 POSTPONEMENT OF OPENING. The Owner reserves the right to postpone the date and time announced for opening of RFPs. Such postponement may be made at any time prior to the time announced for the opening of RFPs. The Owner will give written notice of any such postponement to each party to whom proposal documents have been issued, followed by issuance of an addendum confirming the changing of the announced date and time for opening of RFPs.
- A.17 CANCELLATION. In event that, prior to the issuance of a Purchase Order or Notice to Proceed, subsequent information indicates that such an award is not in the best interest of the Owner, the right is reserved to rescind said award without prior notice to proposers, and either award to another Proposer or reject all RFPs.
- A.18 EXECUTION OF CONTRACT. The successful Proposer shall execute the necessary contractual forms entering into a contract with the Owner, and return the executed forms within twenty days of receipt of forms for execution.
- A.19 PROPOSAL EVALUATION. The Owner will evaluate the RFPs looking at all the information provided by each of the proposers. Price may not be the sole factor. Besides price, the Owner may look at such things as proposer’s experience, Owner’s experiences with proposers, proposer’s backup plans, emergency response capability, cost saving proposals, options and Quality Assurance Programs.
- Upon evaluation of the proposals, the Owner may, with the approval of the Commission, negotiate with the Proposer having the most responsive and responsible proposal in the best interest of the Commission and complete final details as to equipment and prices. The negotiations will be conducted expeditiously and until agreement is reached or the negotiation fails to reach an agreement. If agreement cannot be reached, the Commission may explore with other proposers, the next alternative in their best interest.
- A.20 PRE-PROPOSAL PREPARATION. This Request for Proposal does not commit the Owner to pay any costs incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

RFP SELECTION SCHEDULE

The following schedule will be adhered to during the selection process. It is subject to change at the discretion of OUC.

Selection Process Schedule GREEN ENERGY PROGRAM	
Event	Completed/Due By
Issue for RFP	6 September, 2007
Questions due on RFP	14 September, 2007 by 5:00 p.m.
Respond to all questions	20 September, 2007
Proposals due	28 September, 2007 by 5:00 p.m.
Proposals Opened	1 October, 2007 at 10:00 a.m.

RFP SUBMITTAL FORMAT

Title Page:

Title of Project and Bid number
Name of Firm
Name of Point of Contact
Telephone Number
E-mail Address

TAB 1

OUC Compliance Forms

- ❖ Declarations & Signatures (Notarized)
- ❖ Sworn Statement on Public Entity Crimes (Notarized)
- ❖ Disputes Disclosure
- ❖ Exceptions, if applicable
- ❖ Acknowledgement of Addenda, if applicable

TAB 2

- ❖ Copy of Company's Business License
- ❖ Copy of Insurance Certificate

TAB 3

- ❖ Items A thru O as listed in Section IV
- ❖ Potential Cost Savings Alternative
- ❖ Proposed Detailed Budget

EVALUATION OF PROPOSALS

OUC shall be the sole judge of its own best interests, the proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to OUC. The Commission's decision shall be final and OUC's rights include the ability to:

1. Reject any or all proposals or parts thereof
2. Issue subsequent Requests for Proposals
3. Cancel the entire Request for Proposals
4. Remedy technical errors in the Request for Proposals
5. Negotiate with any, all, or none of the Proposers
6. Award a contract to one or more Proposers or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in proposals

Selected qualified personnel from OUC will evaluate all properly prepared and submitted proposals and may make a recommendation for award.

OUC reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

OUC may conduct such investigations as the Commission deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents to the Commission's satisfaction within the prescribed time.

The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that OUC is under no obligation to solicit such information if it is not included with the proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

Selection Criteria

The criteria that **may** be used to evaluate proposals is presented in the following table:

CRITERIA
Price
Experience of Firm/Project Team
Approach
Level of Market Research Conducted for Proposal
Proposed Level of Service

SCOPE OF SERVICES

ORLANDO UTILITIES COMMISSION

ORLANDO, FLORIDA



SCOPE OF SERVICES

About OUC

Founded in 1923, The Orlando Utilities Commission (OUC) is a municipal utility that provides water and electric services to over 200,000 customers that live and work in the Orlando area. More than 70,000 customers in the City of Orlando live in multi-family residences with an average household income of \$40,000. OUC does, however, have several large pockets of higher income communities. Its retail electric sales are currently growing at a pace of about two percent annually, with a few areas of explosive growth rates in the six percent range.

OUC currently has over 1500 megawatts of generating capacity, mostly located at its Stanton Energy Center. OUC's energy portfolio is primarily made up of coal and natural gas, as well as a small amount of nuclear power. OUC is eager to diversify its current energy portfolio to include a higher amount of renewable energy resources such as solar and biomass and has already made a few key investments in green power.

Since 1998, OUC has been purchasing landfill gas from the Orange County landfill adjacent to the Stanton Energy Center. The gas is piped in to OUC's coal-fired generation units and displaces up to three percent of its fuel needs on an annual basis. This landfill gas resource has an equivalent capacity of 10 MW. Through a grant provided by the state of Florida, OUC also installed solar four kilowatt photovoltaic arrays on five public schools located in its service territory. Additionally, OUC plans to install photovoltaics and solar hot water on its brand new LEED Gold administration building currently under construction in downtown Orlando.

Known as, *The Reliable One*, OUC's current branding strategy is heavily focused on its ability to keep outages to a minimum, while still providing competitive rates and an optimal environmental performance record for its customers.

OUC employs more than 1,000 individuals. Its Customer Connection (CC) Business Unit includes a staff of 88 residential and 10 commercial customer service representatives. Six account representatives also provide personalized service to OUC's larger commercial accounts such as Universal Studios Florida, the Orlando Convention Center and Orlando International Airport.

OUC's Marketing Communications and Community Relations (MCCR) Business Unit has developed strong relationships with the local television media. OUC regularly runs commercials and print advertisements in Orlando's most popular media outlets. Community-based event marketing is also a preferred strategy for OUC. Each year, OUC sponsors nearly 100 events ranging from low-income fund raisers to community wine tasting events. In a recent customer survey conducted by Market Strategies Inc, OUC performed exceptionally well in the areas of customer service and brand recognition perceived reliability.

Through OUC's Strategic Planning Business Unit, it develops and administers a multitude of conservation and energy efficiency programs including free energy audits that can be conducted in-person, online or with a DVD. OUC provides incentives for making homes and business more energy efficient, including its Home Energy Fix Up program, which targets a families with household annual incomes of less than \$35,000. Strategic Planning also maintains OUC's greenhouse renewable energy and carbon mitigation strategies.

Green Energy Programs

OUC is currently in the process of developing a portfolio of new Green Energy Programs for its residential and commercial customers. Three of these programs are scheduled for a soft launch in late 2007 followed by a full-scale marketing campaign planned for early 2008. These programs are designed to complement one another by allowing OUC customers to purchase renewable energy generated by other OUC customers. OUC acts as a community green energy broker and also provides additional sources of renewable energy generated at its own facilities to enhance the supply of local green power, which further diversifies its energy portfolio.

The first of these programs provides OUC's residential and commercial customers with the option to purchase green energy - such as solar, landfill gas and wind - for a small premium of five dollars per 200 KWH block. Customers may also choose to purchase 200 KWH of pure solar energy for a monthly premium of ten dollars. OUC developed a pilot version of this program in 2005, but delayed its launch due to the impact of a series of severe hurricanes that hit Central Florida during this period.

The next program offers a monthly production-based incentive for installing solar hot water and solar photovoltaics on homes or businesses. Energy production for each solar installation is measured using metering equipment. OUC provides customers with an incentive in exchange for the renewable energy credits (RECs) generated by each KWH produced from the solar system, which is reflected as a credit on the monthly utility bill. These RECs are then sold to OUC's green pricing customers or traded through a wholesale renewable energy broker.

The third new program provides OUC's residential and small commercial customers with a billed solution that allows them to work through a third party lender to pay for solar installations over time. Customers make installment payments via their monthly utility bill. The process allows customers to gain access to a highly competitive interest rate and installment payment terms ranging from 36 months to 120 months without the hassle of going through an extensive loan application process.

Additionally, OUC provides customers with access to a preferred contractor network that has been educated about OUC's solar energy programs. OUC's primary goal is to provide its customers with a seamless solar procurement experience from start to finish.

OUC is seeking the services of a multi-disciplinary firm that can provide a comprehensive marketing strategy and implementation services in support of these three new programs.

Section I: Term of Agreement

The initial term of this contract shall be for three (3) years. All multiple year contracts are subject to availability of appropriated funds after the first year. After the completion of the initial term, OUC, in its sole discretion, may have the option to renew the contract for two (2) additional one (1) year options.

Section II: Statement of Work

Bidders may select to respond to one or both of the sub-categories listed below. If the bidder would like to offer additional a la carte services that would enhance OUC's approach to marketing its green energy programs, these items should be described in line item format as an appendix to the proposed budget provided in response to the items requested below.

A. Marketing and Communications Strategy Development

Develop comprehensive marketing and public relations programs to support customer enrollment in OUC's green pricing, solar production incentive and billed solution programs. Such tasks *may* include development of mailing or marketing lists and list segmentation; design and/or production of print collateral, including print advertisements and direct mail pieces; design and/or production of television and/or radio spots, including media planning and buying; and management of other community relations and grassroots campaign efforts. OUC will work with the selected vendor to ensure that their proposed marketing collateral fits well with our company-wide look and message.

- Message Development – Create a program theme and tag line that fits well within OUC's existing messaging and branding strategy.
- Customer Acquisition Strategy – Define appropriate marketing channels and strategies for addressing each of OUC's customer segments. Proposers may choose to propose separate strategies for each of OUC's three green energy programs.
- Marketing Collateral Development – Design and produce print collateral, including print advertisements, direct mail pieces, bill inserts, envelope tear-offs, retail display materials, etc., as appropriate for recommended marketing channels.
- Retail Marketing Partnership Strategy – OUC is especially interested in establishing retail marketing partnerships with its commercial customers. Develop a strategy for engaging OUC's commercial customers in the promotion of its green pricing and solar incentive programs.

B. Customer Service/Fulfillment Training

OUC plans to utilize its customer service representatives to support OUC's green energy programs, although OUC would also consider proposals that include third-party in-bound or outbound call support. The selected marketing firm will be asked to prepare and administer training modules to enhance the performance of OUC's customer service representatives and account representatives. These modules should fit well within OUC's existing customer service training approach and provide OUC's staff with techniques for supporting and enhancing all aspects of the proposed customer acquisition strategy.

- Green Pricing Module – Create a brief training module that provides an introduction to the concept of green pricing.
- Solar Technology Tutorial Module – Create a training module that provides an introduction to photovoltaic and solar hot water costs and benefits.

- Green Pricing Program CSR Script – Develop a script for OUC's customer service representatives that provides a simple approach to up selling OUC's green pricing programs.
- Solar Program CSR Script – Design a script for OUC's customer service representative that provides basic information about the solar incentive and billed solution programs for the purpose of responding to customer inquiries.
- Develop a list of frequently asked questions (FAQ) for OUC's green energy programs to provide assistance for CSRs in answering calls.

C. Campaign Performance Tracking

The successful bidder will provide a method for tracking the success of each component of its proposed marketing strategy. Emphasis should be placed on defining appropriate performance metrics for each component of its proposed campaign. Performance incentives for the selected firm, as well as for OUC's own customer service staff, will be considered.

- CSR Performance Enhancement Strategy – Create a system for enhancing CSR performance, including proposed incentive packages for up-selling OUC's green energy program and appropriately directing solar program inquiries. If the proposer opts to include the acceptance of in-bound calls from OUC customers in its bid, OUC requires the ability for call monitoring and would require monthly statistics of calls received, wait time, talk time and number of subscribed customers. At this time, OUC will not request the vendor to provide out-bound calling services.
- Tracking of Marketing Collateral Performance – Devise a method for tracking the performance of each component of the proposed marketing strategy. This could include codes or special program rewards used with direct mail pieces or community promotional events.
- Retail Partnership Performance – Develop a method for tracking and enhancing the performance of OUC's retail partners in promoting the green pricing and solar incentive programs. Enhancement options could include incentives for commercial customer participation in the direct purchase of OUC's green energy products or its ability to enroll its own customers in OUC's programs.

D. Other Complementary Services

Provide a description of any other proposed services that would enhance OUC's efforts to administer its green energy programs. Examples of such services include:

- Green E-Certification of Green Energy Products – If bidder offers green product certification services, provide a description and pricing for such services
- Renewable Energy Credit Brokering Services – If bidder offers renewable energy credit brokering services, provide a description and pricing for such services
- Inbound Customer Fulfillment Services – Indicate any inbound call receipt capabilities and associated pricing.

- Outbound Telemarketing – If bidder has outbound telemarketing capability, indicate the level of customer fulfillment support available to OUC and potential pricing for such services
- Joint Marketing Promotions – if bidder offers joint marketing capability, describe this feature and provide pricing information.

Section III: Requirements

- A. Bidders should demonstrate knowledge of the southeast wholesale and retail renewable energy markets, with specific emphasis on renewable portfolio options in Florida.
- B. Bidder must have at least three (3) years experience in the renewable energy retail marketing service business.

Section IV: Submission of Proposals

The following information shall be submitted in all bidder responses:

- A. Describe your firm's experience in successfully marketing renewable power options. Samples of marketing literature should be provided. Proposals must describe respondent's demonstrated success in marketing renewable energy products to the green consumer including: number of years of experience, description of green products, industry recognition and trade group awards, customer retention activities, and references from environmental groups, community groups and government entities.
- B. State willingness to surrender full and complete renewable energy program branding rights to OUC.
- C. Describe how you plan to coordinate with OUC's staff to enhance efforts to inform customers about their renewable power options. Include a description of how you will communicate with OUC staff on a regular basis including any anticipated travel for in-person meetings.
- D. Proposals must contain a detailed description of marketing services to be provided, including goals, objectives and all marketing costs.
- E. Describe your marketing/outreach plan – your objectives and goals for each customer segment and your expected use of various marketing channels. Include reasons why you would or why not choose one channel over another and estimated budgets associated with each channel/approach selected. Describe approaches to evaluating your marketing efforts for cost-effectiveness and customer segments reached through:
 - a. Mass media (radio/newspaper/television)
 - b. Direct mail
 - c. Bill inserts/tear-offs
 - d. Affiliation/relationship marketing
 - e. Event outreach
 - f. Door-to-door canvassing
 - g. Other

- F. Describe your expected customer participation results, broken down by channel or campaign component as well as by quarter.
- G. Describe how your marketing dollars will be allocated by customer segment, along with what dollar amount would be dedicated to retention and ensuring high customer satisfaction among all participants.
- H. Describe what market research, if any, you plan on executing, and how you will evaluate your marketing effectiveness, and how this information will be shared with OUC.
- I. Describe your suggested approach to customer relations, including any training processes and expected ongoing customer contact.
- J. Describe customer participation tracking information that you will require from OUC.
- K. Describe strategies for incorporating “value-added” programs into your retail marketing services.
- L. List five (5) projects completed in the past three (3) years, in which your firm provided comprehensive renewable energy retail marketing services with the following:
 - Name of business
 - Primary nature of service provided
 - Address
 - Contact person
 - Contact person phone number and email
 - Dates/duration of services
 - Description of project
 - Annual market penetration rates achieved over the life of the project
- M. For two (2) of the five (5) projects listed above, provide a detailed strategy/approach used to develop and achieve the client’s goals. Identify specific processes and procedures used to implement requirements of the program (e.g. certification of existing renewable energy, customer retention).
- N. Provide a list of qualifications and experience of the individual(s) and sub-contractor(s) who will work with OUC to provide the services described herein. At a minimum, the following shall be included on each resume:
 - Employee name and percent commitment to the project
 - Title
 - Years of experience with said firm
 - Years of relevant experience
 - Specialty or technical process expertise
 - Applicable professional registrations
 - Education
 - Applicable experience
- O. Provide the following information that may enable OUC to evaluate your firm’s financial stability, track record and support capabilities (OUC prefers that the Proposing Team have at least three (3) years experience in the renewable energy retail marketing service business):

- Form of business
- Years in business
- Ownership of your firm
- Most recent audited financial statements
- Dun and Bradstreet number
- Any other information that can be used to verify financial responsibility

Section V: Budget

Provide a detailed budget proposal for each service listed in Section II, Statement of Work, items A through D broken down by task, indicating labor hours for each team member assigned to a given task as well as any expenses associated with each task:

- A. Marketing and Communications Strategy – proposed labor hours per task and any proposed expenses including travel expenses.
- B. Customer Service/Fulfillment Training – proposed labor hours for module development and delivery of training to customer service representatives.
- C. Campaign Performance Tracking – proposed labor hours for developing and maintaining a campaign performance tracking system as well as any proposed customer fulfillment incentives being requested.
- D. Other Complementary Services – any additional fees for complementary services broken down as appropriate.

Section VI: Miscellaneous

- A. The Contractor's and their Subcontractor's personnel who perform the work in connection with this contract, shall meet the requirements of OUC's drug policy.
- B. The Owner or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
- C. Bidders should submit five (5) hard copies and one electronic copy (in CD format) of the proposal to OUC for consideration. Proposals should be printed on double-side paper whenever feasible.

Section VII: Schedule

- A. OUC intends to move forward with the bid selection process promptly. Given OUC's plans to launch its green energy programs by the end of the 2007 calendar year, bidders must be prepared to perform the services indicated in their proposals within thirty (30) days of being selected.
- B. OUC reserves the right to interview one or more bidders after all bids have been reviewed internally. OUC will not repay any costs borne by the bidder associated with conducting in-person interviews.

PROPOSED DETAILED BUDGET

Marketing and Communications Strategy	Task	Labor Rate per Hour	# of Hours Required to Complete Task	Additional Expenses - Please list	Task Total
	Message Development				
	Customer Acquisition Strategy				
	Marketing Collateral Development				
	Retail Marketing Partnership Strategy				
Customer Service / Fulfillment Training					
	Green Pricing Module				
	Solar Technology Tutorial Module				
	Green Pricing Program CSR Script				
	Solar Program CSR Script				
	Develop a list of frequently asked questions (FAQ)				
Campaign Performance Tracking					
	CSR Performance Enhancement Strategy				
	Tracking of Marketing Collateral Performance				
	Retail Partnership Performance				
Other Complementary Services					
	Green E-Certification of Green Energy Products				
	Renewable Energy Credit Brokering Services				
	Inbound Customer Fulfillment Services				
	Outbound Telemarketing				
	Joint Marketing Promotions				

COMPLIANCE FORMS

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20____.

Proposer _____

By _____
Signature Printed or Typed Name

Title _____

Complete Business Address
of Proposer

State of Incorporation

Complete Address of Principal Office

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____

Fax (____) _____

E-Mail _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____

(Type of identification)

Notary Public State of _____

My Commission expires _____

(Printed, typed or stamped signature commissioned name of Notary Public)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a
notary public or other officer
authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, being by me first duly sworn, made the following statement:

1. The business address of _____ [name of
Proposer or Contractor] is _____.

2. My relationship to _____ [name of
Proposer or Contractor] is _____ [relationship
such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the
Florida Statutes includes a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity in Florida or with an agency or
political subdivision of any other state or with the United States, including, but not limited to, any
proposal or contract for goods or services to be provided to any public entity or such an agency or
political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a
finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in
any federal or state trial court of record relating to charges brought by indictment or information
after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo
contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Proposer or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the Proposer or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or Contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Authorized Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public (affix seal)

My commission expires

DISPUTES DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

EXCEPTIONS

The undersigned Proposer, having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.

The undersigned hereby declares that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposer's proposal non-responsive.

No exceptions will be allowed after the proposal is submitted.

Please check one:

- ☐ None
- ☐ Exceptions:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following Addenda, which have been considered in preparing this Proposal.

Addendum No. 1	_____	Dated	_____
Addendum No. 2	_____	Dated	_____
Addendum No. 3	_____	Dated	_____
Addendum No. 4	_____	Dated	_____

AGREEMENTS

AGREEMENTS

The undersigned Proposer by signing this proposal hereby acknowledges and certifies:

- A. Receipt in its entirety of the Specifications and Contract Documents in addition to all drawings, details and other attachments as delineated in the Proposal Specifications Table of Contents.
- B. They are fully informed in respect to the preparation and contents of this proposal and all pertinent circumstances respecting this proposal.
- C. The Proposal is genuine and is not a collusive or sham Proposal
- D. That neither the Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which this Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- E. The price or prices quoted in this proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Company or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
- F. That the Company agrees to obtain prior to award, if selected, Worker's Compensation, General Liability, and other insurance requirements in accordance to the requirements as set forth in Request for Proposal or Agreement, attached hereto.

Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "FSC VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- G. That the Company agrees that it as well as its subcontractors has a Drug-Free Workplace Program and said program complies with the requirements of Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).

In addition, all Subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions. A copy of the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions is incorporated in this appendix.

The Contractor's employees as well as its subcontractor employee are further prohibited from being under the influence or impairment of alcohol on Commission property or work sites or at any time or place while conducting business with or on behalf of the Commission.

- H. That only one submittal for the above project is being submitted and that the named entity has no financial interest in other entities submitting proposals for the same project.
- I. That neither the Affiant nor the named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
- J. That neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
- K. That neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- L. That no member of the entity's ownership, management, or staff has a vested interest in any aspect of the Orlando Utilities Commission.
- M. That no member of the entity's ownership or management is presently applying for an employee position or actively seeking an appointment within the Orlando Utilities Commission.
- N. That in the event that a conflict of interest is identified in the provision of services, the signatory, on behalf of the above named entity, will immediately notify the Orlando Utilities Commission in writing.

GENERAL TERMS AND CONDITIONS

1.0 Entire Contract.

These General Terms and Conditions and the purchase order for which they are being provided (including attachments thereto) (the "Purchase Order") constitute the entire agreement between OUC and the party providing goods, materials or services under the Purchase Order (the "Contractor").

2.0 Scope.

Contractor shall provide those services and related materials and equipment set forth in the Purchase Order (the "Services") on or before the agreed dates (if applicable) scheduled for the performance of the Services.

3.0 Inspection and Acceptance of Services.

All Services shall be subject to OUC's inspection at any time. OUC may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by OUC) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair OUC's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which OUC may be entitled, notwithstanding OUC's knowledge of the nonconformity, its substantiality or ease of discovery.

4.0 Title to Equipment.

Title, free of any and all liens and encumbrances, and risk of loss or damage to materials and equipment provided by Contractor as part of the Services shall pass to OUC upon installation at the OUC designated facility at which the Services are to be performed (the "Facility").

5.0 Site Access Conditions.

OUC shall provide Contractor access to the Facility as necessary to perform the Services. Access shall be subject to Contractor's obligation to comply with the following conditions:

- 5.1 Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.
- 5.2 Contractor shall take all safety measures reasonably necessary to protect OUC, its permits and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by OUC for the Facility. In the event of a security emergency, OUC may deny Contractor access to a Facility or request that Contractor leave the Facility.
- 5.3 Contractor shall maintain all required insurance coverage's set forth in Section 6 at all times during the term of the Purchase Order.
- 5.4 Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by OUC.
- 5.5 No work or activity performed as part of the Services shall cause OUC to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.

- 5.6 All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify OUC and shall be responsible for the cost of repairing any such damage should it occur.
- 5.7 OUC rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees and none of Contractor's employees, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any OUC Facility. A copy of OUC's drug policy can be found at www.OUC.com under "Supplier Information."

6.0 **Required Insurance**

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below:

6.1 Workers Compensation and Employers Liability.

This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement.

The liability limits shall not be less than:

Workers' Compensation	Statutory
Employers Liability	\$100,000 each occurrence

- 6.2 Commercial General Liability - This insurance shall be written on an occurrence type policy and shall protect the Contractor and the owner against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million in combined single limit for bodily injury and property damage.
- 6.3 Automobile Liability Policy - This insurance shall be written on an occurrence type policy and shall protect the Contractor and the owner against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$1 million in combined single limits for bodily injury and property damage.
- 6.4 Additional Insured - All insurance coverage furnished under this contract, with the exception of workers compensation and employer's liability, shall include the owner as an additional insured with respect to the activities of the Contractor.
- 6.5 Waiver of Subrogation - The Contractor shall require their insurance carrier to waive all rights of subrogation against the owner, their employees, directors and officers.
- Contractor shall furnish OUC with certificates of insurance as evidence that the policies required under the Purchase Order is in full force and effect.

7.0 Equipment Warranty.

Contractor warrants that any equipment provided as part of the Services will be free from defects in workmanship and material when installed. To the extent that Contractor secures an extended warranty on any piece of equipment purchased from a manufacturer or vendor, the vendor or manufacturer warranty on that piece of equipment shall be assigned to OUC by Contractor and Contractor shall cooperate with OUC in the enforcement of such Warranty. If OUC gives Contractor Notice within a reasonable period after the Services are completed that any Services are defective. Contractor shall re-perform such nonconforming Services.

8.0 Services Warranty.

Contractor warrants that the Services performed hereunder will reflect competent professional knowledge and judgment. If OUC gives Contractor notice within a reasonable period after the Services are completed that any Services are defective Contractor shall re-perform such nonconforming Services.

9.0 Payment of Invoices.

Payment of each Contractor invoice by OUC shall be made within thirty (30) Days after the date of receipt of Contractor's invoice and verification of compliance of the Services with the terms of the Purchase Order. OUC reserves the right to withhold payment for any non-conforming Services provided by Contractor.

10.0 Indemnities.

Contractor shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) all third party claims for labor and materials furnished under the Purchase Order for which OUC may become liable for payment under the laws of the state, (ii) the performance of Services by Contractor or any person or organization directly or indirectly employed by the Contractor to furnish any of the Services or anyone for whose acts any of them may be liable, (iii) breach of the terms of the Purchase Order by Contractor or any person or organization directly or indirectly employed by the Contractor to perform any of the Services, (iv) violations of applicable law by Contractor or any person or organization directly or indirectly employed by the Contractor to perform any of the Services or anyone for whose acts any of them may be liable, (v) injury or disease or death of third parties (including OUC employees and agents and those of Contractor), or damage to property caused by the negligence, strict liability or willful misconduct of the Contractor or any person or organization directly or indirectly employed by the Contractor to perform any of the Services or anyone for whose acts any of them may be liable. Notwithstanding anything in this Section 10 to the contrary, the liability of Contractor under this Section 10 for the indemnification of OUC, its officers, directors and employees shall not exceed the greater of (i) the price paid by OUC under the Purchase Order for the Services or (ii) two (2) million dollars.

11.0 Termination for Default Any failure by Contractor to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from OUC to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such

event of default, OUC may terminate the Purchase Order and pursue any remedies available at law or in equity.

12.0 Termination for OUC's Convenience.

OUC shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. OUC shall pay Contractor for any Services performed under the Purchase Order prior to the termination date.

13.0 Licenses/ Compliance with Laws.

Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with all federal, state and local laws, and rules and regulations that are applicable to the performance of the Services.

14.0 Independent Contractor.

The relation of the Contractor to the OUC shall be that of an independent contractor.

15.0 Hazardous Materials of Contractor.

Any Hazardous Materials used by Contractor in the performance of the Services shall be packaged, shipped, handled, labeled and disposed of by Contractor in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Contractor at the Facility before, during or after the performance of Services hereunder. Contractor shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Contractor to the Facility or (ii) disturbed by Contractor's performance of Services or created by Contractor's use, handling or combination of non-hazardous materials brought by Contractor to the Facility during the performance of Services. For purposes of the Purchase Order, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto.

16.0 Projects Requiring Notification of Environmental Department.

If Contractor determines that it will become necessary as part of the Services to excavate soils or pump groundwater or storm water and such activities were not contemplated under the Purchase Order as awarded, Contractor may not proceed with that portion of the Services until notice has been provided to OUC and OUC's approval to proceed has been granted.

17.0 Waivers.

The failure of either party to enforce at any time any of the provisions of the Purchase Order or to require at any time performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the

validity of the Purchase Order, or any parts thereof, or the right of either party thereafter to enforce each and every provision.

18.0 No Third Party Beneficiaries.

The provisions of the Purchase Order are only for the benefit of the parties hereto and not for any other legal entity or person.

19.0 Severability.

Should any of the provisions of the Purchase Order, or parts thereof, be held invalid, such provisions, or parts thereof, shall be considered severable and such invalidity shall not affect the remainder of the Purchase Order.

20.0 Assignment.

The Purchase Order may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

21.0 Final Payment/Waiver.

The acceptance by the Contractor of the last payment from OUC under the Purchase Order shall be a release to OUC and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work performed under the Purchase Order, or for any act or neglect of OUC or of any person relating to or affecting the work performed under that Purchase Order.

22.0 Binding Effect.

All of the provisions of the Purchase Order shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assignees of OUC and Contractor.

23.0 Time is of the Essence.

Time is hereby declared of the essence in the performance of each and every provision of the Purchase Order.

24.0 Right to Inspect/Audit Documents.

During the term of this Agreement and for a period of three years following its termination, OUC shall have the right, at reasonable times and upon reasonable notice, to audit and inspect, any and all of the records having a bearing upon matters dealing with the Agreement. Contractor shall grant representatives of OUC full access to these records to the extent necessary to adequately permit evaluation and verification of compliance with the terms and conditions of this Agreement specifically including cost and allocations.

25.0 Governing Law.

The validity, construction, and performance of the Purchase Order, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

**CONTRACT AGREEMENT
AND
CERTIFICATE OF COUNSEL
(SAMPLES)**

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made and entered into this **XXXXXXXXXXXXX**, 200**X**, by and between the **ORLANDO UTILITIES COMMISSION** with its principal office located at Orlando, Florida, Party of the First Part and hereinafter called the Owner, and **XXXXXXXXXXXXX**, a **XXXXX** corporation with its principal office in **XXXXXXXXXXXXX**, Florida, Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Contractor has submitted to the Owner a proposal in accordance with the terms of this Contract Agreement; and

WHEREAS, the Owner, in the manner prescribed by law, has determined the Contractor to be the most responsive and responsible proposer for the work and has awarded to the Contractor a contract therefore, for the sum or sums named in the Contractor's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract Agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Contractor shall provide all labor, material and equipment necessary to provide **XXXXXXXXXXXXX** beginning **XXXXXXXXXXXXX** 200**X** and running until **XXXXXXXXXXXXX**, 200**X** in accordance with the Contract Documents and the Basis of Contract, which are attached and made a part hereof, and shall execute and complete all work included in the Owner's official award of this Contract Agreement to the Contractor. This Contract at the option of the Owner may be extended for two (2) consecutive one (1) year periods starting **XXXXXXXXXXXXX**, 200**X**. Both parties hereto agree that "Contract Documents" shall include documents such as this Contract Agreement, the Certificate of Counsel, the Basis of Contract (when included), the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Proposing Documents associated with this Contract Agreement, and any other document cited in the above referenced documents.

In the event there is a conflict or contradiction between any of the Contract Documents, the following contract documents, listed in their order of governing precedence, shall govern any purchase orders initiated under this Contract Agreement and all services rendered hereunder:

- A. This Contract Agreement
- B. Owner's General Conditions included in the proposal document.

- C. Owner's Request for Quotation (XXXX-OQ) with a proposal due date of XXXXXXXXXXXX.
 D. Contractor's response to the Quotation dated XXXXXXXXXXXX.

ARTICLE II. That the Owner shall pay to the Contractor for the work embraced in this Contract Agreement, and the Contractor will accept as full compensation therefore, the sum (subject to adjustments as provided by the contract) as submitted in the Contractor's Proposal for XXXXXXXXXXXX Proposal No. XXXX-OQ dated XXXXXXXXXXXX, 200X, for all work included in the contract award, designated in the foregoing Article I; payment to be made in cash or its equivalent in the manner provided in the specifications attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract Agreement, and that the Contractor shall proceed with the specified work and shall conform to the schedule specified in part/Division 1 - General Requirements, or elsewhere in the specifications, which has been made a part of this Contract Agreement.

ARTICLE IV. Contractor acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or its affiliates or of third party vendors who have licensed the information to OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Consultant or third parties of such information will damage OUC. Consultant therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Agreement, and not to release such information or material to any person except for Consultant's personnel who have a need to know such information for the purposes of this Agreement and who have signed a written agreement expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the day and year first above written.

ORLANDO UTILITIES COMMISSION

By
 SEAL)

Attest _____

 (CONTRACTOR)

_____ By
SEAL)

Title_____

Attest_____

Title_____

Witnesses_____

Awarded by the Orlando Utilities Commission on _____, 20____.

The form of execution of the foregoing contract is hereby approved:

As to Owner:

Attorney for Owner

As to Contractor:

Attorney for Contractor

SAMPLE

CERTIFICATE OF COUNSEL

(Where contractor is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Contractor acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party.

Signature of Counsel for Principal
(Contractor)

Type or print name of Counsel

Type or print address of Counsel

CERTIFICATE OF COUNSEL

(Where contractor is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Contractor, or if the Contractor be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

Signature of Counsel for Principal
(Contractor)

Type or print name of Counsel

Type or print address of Counsel